



Registration of a Charge

Company Name: **BIOCOMPOSITES (UK) LIMITED**

Company Number: **03854291**



XBA0CRJT

Received for filing in Electronic Format on the: **09/08/2022**

Details of Charge

Date of creation: **01/08/2022**

Charge code: **0385 4291 0002**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS SECURITY TRUSTEE**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ASHURST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3854291

Charge code: 0385 4291 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st August 2022 and created by BIOCOMPOSITES (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th August 2022 .

Given at Companies House, Cardiff on 10th August 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

This Security Accession Deed is made on 1 August 2022

BETWEEN:

- (1) the companies listed in Schedule 1 below (each a "**New Chargor**");
- (2) **MATRIX MIDCO 2 LIMITED** for itself and as agent for and on behalf of each of the existing Chargors (the "**Parent**"); and
- (3) **GLAS TRUST CORPORATION LIMITED** as security trustee for itself and the other Secured Parties (the "**Security Agent**").

RECITAL:

This deed is supplemental to a Debenture dated 19 May 2022 between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**").

Now this deed witnesses as follows:

1 INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meanings when used in this deed. In addition:

"Material Intellectual Property" means the Intellectual Property of the New Chargors listed in Schedule 4.

1.2 Construction

Clauses 1.2 (*Construction*) and 1.3 (*Other References and Interpretation*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

2 ACCESSION OF NEW CHARGOR

2.1 Accession

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

Subject to any limits on its liability specified in the Debt Documents, each New Chargor covenants, as primary obligor and not only as surety, with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured Obligations on their due date in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the Security Agent).

2.3 Fixed Security

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, each New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent

with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of first legal mortgage, all Real Property in England & Wales vested in each New Chargor on the date on which it becomes a party to this Security Accession Deed; and
- (b) by way of first fixed charge:
 - (i) all other estates, interests, rights and title from time to time in and to any freehold or leasehold property (including that not effectively charged under Clause 2.3(a) above) but excluding any leasehold property that has 25 years or less to run on the lease or has a rack-rent payable in respect thereof together with all buildings and fixtures (including trade fixtures) on that property and all Related Rights;
 - (ii) all of its Investments;
 - (iii) (on or after the Material IP Trigger Date and subject to Clause 3.5 (*Excluded Assets*) of the Debenture) all of its Material Intellectual Property;
 - (iv) all of its Tangible Moveable Property;
 - (v) all of its Other Debts and all rights and claims against third parties in respect of those Other Debts and all corresponding Related Rights other than any claims which are otherwise subject to a fixed charge or assignment pursuant to this Security Accession Deed;
 - (vi) the Bank Accounts and Related Rights; and
 - (vii) all of its goodwill and uncalled capital.

2.4 Security Assignment

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, and as continuing security for the payment of the Secured Obligations, each New Chargor assigns absolutely by way of security with full title guarantee to the Security Agent all its right, title and interest from time to time in and to the Assigned Agreements and all Related Rights, **provided that** on payment and discharge in full of the Secured Obligations the Security Agent will promptly re-assign the relevant Assigned Agreements to that Chargor (or as it shall direct).

2.5 Floating Charge

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, as further continuing security for the full payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights not effectively charged by way of fixed charge under Clause 2.3 (*Fixed Security*) or assigned under Clause 2.4 (*Security Assignment*).

3 CONSENT OF EXISTING CHARGORS

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

4 CONSTRUCTION OF DEBENTURE

4.1 Construction

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" will be deemed to include this deed.

5 GOVERNING LAW AND JURISDICTION

This deed and any non-contractual obligations arising out of or in connection with it are governed by English law and the parties agree that the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with it).

In witness whereof this deed has been duly executed on the date first above written.

SCHEDULE 1

New Chargors

New Chargor	Jurisdiction	Registered number (or equivalent)
Biocomposites (UK) Limited	England and Wales	03854291
Biocomposites Limited	England and Wales	03291943
Subiton Bidco UK Limited	England and Wales	14188285
Synimed Bidco Limited	England and Wales	14189110

SCHEDULE 2

Real Properties

N/A

SCHEDULE 3

Shares

Name of Chargor which holds the shares	Name of company issuing shares	Number and class
Biocomposites (UK) Limited	Biocomposites Limited	162,858 Ordinary Shares of GBP 1 each
Biocomposites (UK) Limited	Subiton Bidco UK Limited	1 Ordinary Share of USD 1
Subiton Bidco UK Limited	Synimed Bidco Limited	1 Ordinary Share of USD 1

SCHEDULE 4

Material Intellectual Property - Chagor: Biocomposites Limited (CRN: 03291943) Ashurst LLP on behalf of all parties

1. REGISTERED PATENTS / PATENT REGISTRATIONS

PATENT / TITLE / MARK	APPL. NO.	REGISTRATION NO / PATENT NO	JURISDICTION	EXPIRY DATE
MOULD MAT FOR PRODUCING CEMENT PELLETS	-	8883063	USA	10 May 2026
CALCIUM PHOSPHATE/SULFATE-BASED NONE IMPLANT COMPOSITION	-	8632796	USA	21 July 2025
BIODEGRADABLE MATERIAL COMPONENTS	-	8563024	USA	22 April 2025
CALCIUM PHOSPHATE/SULFATE-BASED BONE IMPLANT COMPOSITION	-	8496955	USA	30 January 2025
SUTURE ANCHOR AND DRIVER	-	8409251	USA	2 October 2024
BONE GRAFT COMPOSITION	12/356,357	US8,632,796	USA	29 June 2026
BIODEGRADABLE MATERIAL	02801415.7	GB1436019	UK	14 October 2022
BIODEGRADABLE MATERIAL	12/726,759	US8,563,024	USA	29 January 2031
SUTURE ANCHOR	12/094,753	-	USA	-
SUTURE ANCHOR	06808680.0	GB1954199	UK	26 November 2026
BONE GRAFT COMPOSITION	13/241,999	US8,496,955	USA	20 January 2029
MOULD MATS	1212627.2	GB2496710	UK	15 July 2032
MOULD MATS	12192131.6	GB2594231	UK	8 November 2032
MOULD MATS	13/680,140	US8,883,063	USA	13 April 2033
IMPLANTABLE DEVICES	16154210.5	GB3058899	UK	3 February 2036
IMPLANTABLE DEVICES	15/040,075	US10,588,748	USA	8 April 2036

PATENT / TITLE / MARK	APPL. NO.	REGISTRATION NO / PATENT NO	JURISDICTION	EXPIRY DATE
IMPLANTABLE DEVICES	15/288,328	ZL201610089710.5	USA	9 February 2036

2. REGISTERED TRADEMARKS

TRADEMARKS	REGISTRATION NO / OFFICIAL NO	REGISTRATION/ SUBMISSION DATE	JURISDICTION
BRINGING CA 20 CALCIUM TO LIFE	4929604	4/5/16	USA
BRINGING CALCIUM TO LIFE	4929606	4/5/16	USA
BIOCOMPOSITES	4349445	6/11/13	USA
FLIPSIDE	4252913	12/4/12	USA
STIMULAN RAPID CURE	4299188	3/5/13	USA
ZPC	3892314	12/21/10	USA
BIOCOMPOSITES	3653823	7/14/09	USA
DOUBLEPLAY	3633763	6/9/09	USA
GENEX	2932388	3/15/05	USA
BIOSTEON	2648714	11/12/02	USA
BILOK	2783534	11/18/03	USA
FORTROSS	2551739	3/26/02	USA
STIMULAN	2539013	2/19/02	USA
ALLOGRAN	2739397	7/22/03	USA
BRINGING CA 20 CALCIUM TO LIFE	3044644	6/6/14	UK
BRINGING CALCIUM TO LIFE	3044642	6/6/14	UK

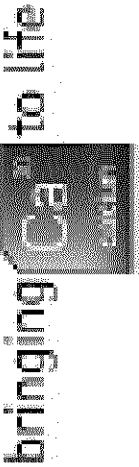




TRADEMARKS	REGISTRATION NO / OFFICIAL NO	REGISTRATION/ SUBMISSION DATE	JURISDICTION
STIMULAN	3005472	8/16/13	UK
STIMULAN RAPID CURE STIMULAN RAPID CURE	2656435	7/15/13	UK
FLIPSIDE	2606893	4/20/12	UK
ZPC	2522398	11/20/09	UK
THE NEXT GENERATION	2504617A	7/31/09	UK
BIOCOMPOSITES THE NEXT GENERATION	2504617B	7/31/09	UK
GENEX	2316018	10/17/03	UK
BIOSTEON	2255402	6/22/01	UK
STIUMLAN	2175670	6/11/99	UK
BIOCOMPOSITES BIOCOMPOSITES BIOCOMPOSITES	2156368	8/28/98	UK
ALLOGRAN	2739397	17/12/98	USA
BILOK	2783534	22/06/2000	USA
BIOCOMPOSITES LOGO	3653823	13/10/2008	USA
BIOCOMPOSITES LOGO	2635648	05/08/1998	USA
BIOCOMPOSITES LOGO	4349445	26/09/2012	USA
BIOSTEON	2648714	04/06/2001	USA
BRINGING CALCIUM TO LIFE	1239753	21/08/2014	USA
BRINGING CALCIUM TO LIFE – LOGO (BLACK AND WHITE)	1239130	27/01/2015	USA
DOUBLEPLAY	3633763	09/01/2008	USA
FLIPSIDE	4252913	19/01/2012	USA
FORTOSS	2551739	02/03/2000	USA





TRADEMARKS	REGISTRATION NO / OFFICIAL NO	REGISTRATION/ SUBMISSION DATE	JURISDICTION
GENEX	2932388	10/04/2003	USA
STIMULAN	2539013	21/10/1999	USA
STIMULAN RAPID CURE	4299188	13/01/2012	USA
ALLOGRAN	2739397	17/12/1998	USA
BILOK	2783534	22/06/2000	USA
BIOCOMPOSITES LOGO	2156368	24/01/1998	UK
BIOCOMPOSITES LOGO	3653823	13/10/2008	USA
BIOCOMPOSITES LOGO	2635648	05/08/1998	USA
BIOCOMPOSITES LOGO	4349445	26/09/2012	USA
BIOCOMPOSITES THE NEXT REGENERATION	2504617B	12/12/2008	UK
BIOSTEON	2255402	08/12/2000	UK
BIOSTEON	2648714	04/06/2001	USA
BRINGING CALCIUM TO LIFE	3044642	28/02/2014	UK
BRINGING CALCIUM TO LIFE	1239753	21/08/2014	USA
BRINGING CALCIUM TO LIFE – LOGO (BLACK AND WHITE)	3044644	28/02/2014	UK
BRINGING CALCIUM TO LIFE – LOGO (BLACK AND WHITE)	1239130	27/01/2015	USA
DOUBLEPLAY	3633763	09/01/2008	USA
FLIPSIDE	2606893	13/01/2012	UK
FLIPSIDE	4252913	19/01/2012	USA
FORTOSS	2551739	02/03/2000	USA
GENEX	2316018	16/11/2002	UK

TRADEMARKS	REGISTRATION NO / OFFICIAL NO	REGISTRATION/ SUBMISSION DATE	JURISDICTION
GENEX	2932388	10/04/2003	USA
STIMULAN	2175670	22/08/1998	UK
STIMULAN	2539013	21/10/1999	USA
STIMULAN	3005472	10/05/2013	UK
STIMULAN RAPID CURE	4299188	13/01/2012	USA
STIMULAN RAPID CURE	2656435	07/03/2013	UK
THE NEXT REGENERATION	2504617A	12/12/2008	UK
ZPC	2522398	29/07/2009	UK
ZPC	3892314	22/01/2010	USA

3. LOGOS

LOGOS	IMAGE	JURISDICTION
BIOCOMPOSITES		UK
BIOCOMPOSITES (Series of 3)	 	UK

LOGOS	IMAGE	JURISDICTION
BRINGING CALCIUM TO LIFE	 The logo for 'Bringing Calcium to Life' features the words 'bringing' and 'to life' in a sans-serif font, with 'Ca' in a large, bold, stylized font. Below 'Ca' is a small rectangular box containing the word 'CALCIUM'.	UK
BRINGING CALCIUM TO LIFE	 This is a smaller, lower-resolution version of the 'Bringing Calcium to Life' logo.	UK
ONE BIOCOMPOSITES (Series of 2)	 The logo for 'One Biocomposites' features the word 'One' in a large, stylized, cursive font, with 'BIOCOMPOSITES' in a smaller, sans-serif font below it.	UK
STIMULAN RAPID CURE	 The logo for 'Stimulan Rapid Cure' features the word 'Stimulan' in a small, sans-serif font above the word 'Rapid' in a large, bold, sans-serif font, with 'Cure' in a smaller, sans-serif font to the right.	UK
STIMULAN RAPID CURE (Series of 2)	 This is a smaller, lower-resolution version of the 'Stimulan Rapid Cure' logo.	UK

LOGOS	IMAGE	JURISDICTION
BIOCOMPOSITES		USA
BIOCOMPOSITES (Device Mark)		USA
BRINGING CALCIUM TO LIFE		USA
STIMULAN RAPID CURE (Device Mark)		USA

SIGNATURES

THE NEW CHARGORS

EXECUTED AS A DEED

By: **BIOCOMPOSITES (UK) LIMITED**

in the presence of

Signature of Director

Name of Director

Signature of Witness

Name of Witness

DocuSigned by:

3A7EE186248449E...

Simon Greenhalgh

DocuSigned by:

50726856562345C...

Lee Simpson

Administrative Details

Address:

Telephone:

Email:

Attention:

EXECUTED AS A DEED

By: **BIOCOMPOSITES LIMITED**

in the presence of

Signature of Director

Name of Director

Signature of Witness

Name of Witness

DocuSigned by:

3A7EE1B8248449E...

Simon Greenhalgh

DocuSigned by:

50726856562345G...

Lee Simpson

Administrative Details

Address:

Telephone:

Email:

Attention:

EXECUTED AS A DEED

By: **SUBITON BIDCO UK LIMITED**

in the presence of

Signature of Director

Name of Director

Signature of Witness

Name of Witness

DocuSigned by:



3A7EE188248440E...

Simon Greenhalgh

DocuSigned by:



50726850502345C...

Lee Simpson

Administrative Details

Address:

Telephone:

Email:

Attention:

EXECUTED AS A DEED

By: **SYNIMED BIDCO LIMITED**

in the presence of

Signature of Director

Name of Director

Signature of Witness

Name of Witness

DocuSigned by:



3A7EE188248449E...

Simon Greenhalgh

DocuSigned by:



5072685662345C...

Lee Simpson

Administrative Details

Address:

Telephone:


Email:

Attention:

THE PARENT

By: **MATRIX MIDCO 2 LIMITED**

Signature of Director
Name of Director

DocuSigned by:

3A7EE186248449E...
Simon Greenhalgh

Administrative Details

Address:

Telephone:

Email:

Attention:

THE SECURITY AGENT

By: **GLAS TRUST CORPORATION LIMITED**

Signature of Authorised Signatory
Name of Authorised Signatory

Administrative Details

Address:

Telephone:

Email:

Attention: